1894-006 Chancery Causes: Cowan Magil & Co] vs. W. C. Herndon &c
Lee Co.

Cowan, Magil, Parsons, Woodward, Stapleton, Pennington

- Deed

CA - Debt
T - Property

To the Hon. W. S. K. Morison, Judge of the Circuit Court for Lee County:—

Humbly complaining your orators Jos. D. Cowan and Samuel Mogill, partners in trade under the style & firm of Cowan Mogill & Co., respectfully represent unto your honor that at the special instance of W. C. Herndon, a merchant there in Lee County, they sold and delivered to him the said Herndon on the 8th day of November, 1893, a quantity of goods wares & merchandise amounting to the sum of $83.75; a copy of which bill of goods is here filed and marked "Account"; that at the direction of said W. Herndon, all of said goods were shipped to him at Pennington Gap, Va.; that at the time your orators sold said Herndon said goods the recorder of the county court for Lee County showed him & he represented himself to be the owner of a large quantity of unincumbered land lying & being in the county of Lee & State of Va. and in the Cerobarchard & Packett country, — land conveyed to him by the heirs of Charles Pennington Dec'd, John B. Pennington and Larkin Herndon, Robin Hughes & his wife and John C. Stoplelow & his wife, and all of which he was at the time of said sale of said goods then in the possession using & occupying the same as his own. Copies of the deeds to the land he repre-

paid himself to be the owner of are herein filed marked
and prayed to be considered as part of this bill.

Your orator will further represent unto your honor that a portion of said goods sold Herndon as aforesaid, if not all, with about 40 head of cattle, the goods in his store house at the time together with other goods purchased from other wholesale merchants were turned over to his father Parkin Herndon & his brother John T. Herndon on or about the 10th of Nov. 1893, and that said John T. Parkin Herndon are now in the possession of the same selling & disposing of the same; that said goods & cattle were turned over to said Parkin & John T Herndon by said W. C. Herndon without a valuable consideration, or at least a consideration anything like the value of the said Goods & Cattle.

Your orator will further show unto your honor that the said sum of money is still unpaid, and that it will become due on the 1st day of January 1893; that in a few days after he made the transfer of goods & cattle he the said Herndon absconded the state and is now a non resident of the same; that to your orator's great surprise on the 10th day of Nov. 1893, one David

Parsons deposited for recordation in the Clerk's office of Lee Co. Court a deed signed by said W.C. Sturdevan & his wife which conveyed to him the said Parsons in consideration of $85000 in hand paid, all the land then belonging to W.C. Sturdevan except the land included in the Stapleton tract and the land embraced in the conveyance of John B. Bennington & Larkin Sturdevan bearing date July 30th 1889.; That at the time said Sturdevan purchased said goods from your orators and at no time afterward did your orators have any notice of said deed to said Parsons until the same was deposited for recordation on the 10th day of Nov. 1893; That any sale said deed to said Parsons was fraudulent, voluntary and made for the express purpose of hindering, delaying, & defrauding his the said W.C. Sturdevan's creditors, and the collection of their claims & especially that of your orator.

Your orator will further show unto your honor that on Nov. 10, 1893 the said W.C. Sturdevan made and acknowledged another paper giving to one William Woodward a lien upon all his land except the land before conveyed to the said David Parsons and the Stapleton tract of land, to secure the sum of $675.00, which lien was on the 10th

day of Nov was deposited for recordation in the Clerks Office of the County Court for Lee County; Your orators aver this pretended lien is fraudulent, voluntary, & made for the express purpose of hindering delaying & defrauding his creditors & is on that account void. A copy of the same is here filed marked "Lien" & prayed to be considered as part of this bill.

Your orators further represent unto your honor that when said John C Stapleton sold said W.C. Sturdon said Stapleton tract of land a vendors lien was reserved for the purchase money and that though the records do not show this it has long since been paid; that there are no other liens on the land of W.C. Sturdon, & that the rents & profits will not in five years pay your orators claim and the costs of this suit.

The premises therefore considered your orators are advised they have rights cognizable in a court of Equity; that said John P & Larkin Sturdon will be compelled to account for all the effects of the said W.C. Sturdon which went into their hands or were turned over to them or either of them; that said Deed of W.C. Sturdon & wife to said Farrar and said lien in favor of William Woodward will be declared void as to the creditors

of said Herndon who did not have notice of the same when they sold him their goods, & made with him their debts, & especially void as to your orators.

The prayer therefore of your orators is that W.C. Herndon, Larkin Herndon William Woodward, John T. Herndon David P. Parsons, and John C. Hopkins be made parties defendants to this bill of complaint & that each be required to answer the same except David P. Parsons, who need not answer on oath; that by virtue of the Affidavit herewith filed marked "Affidavit" an attachment issue & be levied upon the effects of the said W.C. Herndon, & the same held until a further order of the court; that said John T & Larkin Herndon specially answer on oath what if any thing the said W.C. Herndon owed them, when, when & of whom they got the money or other thing which they let the said W.C. Herndon have whereby he became indebted to them, & the the amount & date of each item of indebtedness, the number & value of said cattle, an itemized statement or an invoice of all the goods which was turned over to them or either of them, and how & by what means they paid the said Herndon for said goods & cattle; that David P. Parsons specially answers how much & the true amount if any thing he has paid on the said loan, how much if anything

(make pursuant to § 2964 of the code of 1887.)

he still owes the said W. C. Sturdevant on said bond, when when & of whom he obtained the money or other thing which he paid the said Sturdevant; that William Woodward specially assumes on oath for what & when the said Sturdevant became indebted to him, the true amount thereof, when the same became or will become due, when, where, and of whom he rec'd the money or other thing to let the said Sturdevant have whereby he became indebted to him; that on a final hearing of the cause a judgment be given your orator for the said sum of money; that said deed to Parsons, said Lien to Woodward & said transfer of goods & cattle be annulled & set aside & that enough of same be sold to pay the costs of this suit & your orator, along with legal interest; that an order of Publication be made for W. C. Sturdevant who is a non-resident, as the law requires in such cases. And may all further & general relief be granted your orator that his case may require. And your orator will ever pray &c.

Pennington & Bro.

P. & P.

January 18

Mogill & Co

E. J. } Bill in Chancery
E. C. & Amedon } Ats & Offs

1894 — 1st Jany Rules Bill filed Sps & Ats on home Defts
order Pub for non resident Defts on home Defts
" 2nd Jany Rules D. & A for home Defts cont'd
" 1st Feby Rules cont'd for ord Pub
" 2nd Feby " ord Pub complete & set for hearing by Plff
" June Term Decree & cont'd

C. 894
S 2.50
N.M.P. 2.50
C.O.C. 5.75
Printer 5.00
Atty 5.00
$29.69

Defts costs
$1.60

Pennington & Bro

Knoxville, Tenn., Nov. 24 1893

Mr. W. C. Hendon

Cynthia Va

(1)

In Acct. with COWAN, MAGILL & CO.

MANUFACTURERS OF

"MASTIFF" JEANS PANTS.

TERMS: 60 days

S. S. NEWMAN & CO., PRINTERS AND BINDERS

Nov.	8	PER BILL RENDERED,	39	75	
		Notary Fee		50	40 25
		Cowan Magill & Co			

STATE OF TENNESSEE,
KNOX COUNTY, } to wit:

I, Graham Bogardus a Notary Public in and for said County and State, do certify that J. H. Cowan this day made oath before me that the foregoing account, amounting to $ 40 25 is to the best of his knowledge and belief justly due and that he claims interest on the same from the 8th day of January 1894

Given under my hand this 24th day of November 1893

Graham Bogardus

Cowan Mogill & Co

vs.

W. C. Hendon

$39.75

ALL ACCOUNTS PAST DUE, SUBJECT TO SIGHT DRAFT WITH EXCHANGE.

STATEMENT.

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of John P.Herndon to a bill in chancery exhibited against him and others in this honorable court by James D.Cowan and Samuel MaGill, partners trading under the firm name of Cowan Magill & Co.

Respondent says that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co., he has also filed his separate answer to a bill in chancery exhibited against him and others in this court by Cowan McClung & Co., and he has filed his separate answer to another bill in chancery exhibited against him and others in this court by Berry Gilliam & Co., all of which causes are still pending in this honorable court, all have a common purpose with the bill filed by complainants, all contain almost identically the same allegations except as to the amount claimed, and all are against identically the same persons. Respondent refers to said several answers, and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised that it is material that he should answer, respondent prays to be hence dismissed with his costs &c.

Duncan & Hyatt p.d

This day John P.Herndon personally appeared before me, A.B.Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer so far as made on his own knowledge, is true, and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B Munsey Clerk

W.C.C. Herndon et als.

Ads. Separate answer and Demurrer of John P. Herndon one of the defendants.

Cowan MaGill & Co.

Duncan & Hvatt, p.d.

Filed in open court March the 9th 1894

A B Munsey Clerk

To the Honorable H.S.K.Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate demurrer and answer of Larkin Herndon to a bill in chancery exhibited against him and others in this honorable court by James D.Cowan and Samuel MaGill, partners trading under the firm name of Cowan MaGill & Co.

Respondent says that complainants' bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him aanswering he says:

That he has filed his separate answer to a bill in chancery exhibited against him and others in this court by Powers Little & Co.,he has also filed his separate answer to another bill in chancery exhibited against him and others in this court by Cowan McClung & Co.,and he has also filed his separate answer to a bill in chancery exhibited against him and others in this court by Berry Gilliam & Co.,all of which causes are still pending in this honorablt court, all have a common purpose with the bill filed by complainants, all ~~have~~ contain almost identically the same allegations except as to the amount claimed, and all are against the persons. Respondent refers to said several answers and adopts them as a part of this his answer in this case, and prays that they may be considered as such. And now having answered said bill as fully as he is advised it is material he should answer, respondent prays to be hence dismissed with his costs.&c.

Duncan & Hyatt p.d.

Virginia, Lee County, to wit:

This day Larkin Herndon personally appeared before me,A.B.Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer so far as made on his own knowledge is true, and so far as made upon the information of others he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B Munsey Clerk

W.C.Herndon et als.

Ads. Separate Demurrer and Answer of Larkin Herndon, one of the defendants.

Cowan MaGill & Co.

Duncan & Hvatt, p.d.

Filed in open court March the 9th 1894

A.B Munsey Clk

Cowan Magill Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward David P. Parsons and John C. Stapleton

Take notice that on the 2nd day of February 1894 at the office of Henry Hunton at 253 Gay street in the City of Knoxville, Knox County, State of Tennessee, I will proceed to take the deposition of J. B. Cowan and others to be read as evidence on behalf of Cowan, Magill Co

in a certain suit in Equity — now pending in the Circuit Court of Lee County, State of Virginia wherein said Cowan Magill Co are Plaintiff and you and each of you are Defendants And if from any cause the taking of said depositions are not begun on that day, or being begun not completed, the same will be continued from day to day or from time to time and if desired from place to place, until the same are complete. You may attend and cross-examin if you wiso.

January 4th 1894

Veay Respectfully. Cowan Magill Co

Cowan, Maggie Vs
vs } Notice to Take
} Depositions
H. C. Hardon et al

Executed on the 12th day of Jan. 1894 by delivering a copy of the within notice to each of the following named persons, to wit: John P. Hardon, Sr. Sen. Edwards, Wm. Woodward, David P. Parsons, & John C. Stapleton

W. M. Pennington

Virginia, Sussex County, to wit:
The foregoing return signed by Wm. M. Pennington was this day sworn to by him before me in my county aforesaid. Given under my hand this Jan 13th 1894.

E. W. Pennington
Notary Public

Cowan Magill & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton Take notice that on the 2nd day

of February 1894 at the office of Henry Fenton at

253 Gay St. in the city of Knoxville, Knox

County, State of Tennessee I will proceed to take the deposition of L. D. Cowan

and others

to be read as evidence on behalf of Cowan Magill & Co

in a certain suit in Equity now pending in the Circuit Court of Lee

County. State of Virginia wherein said Cowan Magill & Co are

Plaintiff and you and each of you are Defendants And if from any

cause the taking of said deposition not begun on that day, or being begun not complete, the same will be

continued from day to day or from time to time and if desired from place to place until the same are complete. You

may attend and cross examin if you wi.o.

Jan - 4 1894

Veay Respectfully. Cowan Magill & Co

per Pennington & Bros

Counsel

Mrs
W. C. Herndon

ALL ACCOUNTS PAST DUE, SUBJECT TO SIGHT DRAFT WITH EXCHANGE.

(Invoice)

Knoxville, Tenn., Nov 8 1893

Mr W. C. Newman
Cynthia Va

BOUGHT OF COWAN, MAGILL & CO.

. . MANUFACTURERS OF . .

"MASTIFF" PANTS,

Registered Trade Mark.

TERMS: 6 per cent. Cash in 10 days. 5 per cent. in 30 days. Net Cash in 60 days.

OFFICE AND FACTORY, 210 COMMERCE ST.

1	Doz 23 Jeans Pants		12 00		
1	" 27 " "		11 00		
1	" 22 " "		10 00		
1/2	" 25 " "	13 50	6 75	39 75	

This Bill is Due Jan 8/94

If this bill is not in all respects as agreed upon, we must be notified AT ONCE as no changes in terms will be allowed at time of settlement.

Cowan, Magill & Co

vs. In Chancery.

W. C. Herndon et al.

The depositions of Jas. H. Cowan

taken before me, C. B. Tompkins, a notary public in and for the county of Knox, and State of Tennessee persuant to notice hereto annexed at the office of Henry. Fenton 253, Gay street, in the city of Knoxville, inthe said county and state on the 2nd day of February, 1894, between the hours of 7 A. M. and 8 P. M. of that day, to be read as evidence in behalf of Cowan, Magill & Co. in a certain suit in equity depending in the Circuit Court of Lee county, Virginia, wherein Wm. C. Herndon, John. P. Herndon, Larken. Herndon, Wm. Woodward and David P. Parsons are defendants, and said Cowan, Magill & Co are plaintiff.

Present. for defts'

E. W. Pennington for plaintiffs

The witness Jas. H. Cowan after being duly sworn deposes as follows, to wit:

Ques. Please write your name, age, residence and occupation.

Ans. James H Cowan, am thirty two years of age, reside at Knoxville Tennessee and am engaged in the manufacture of clothing.

Ques. What is your connection with said plaintiffs.

Ans. I am a partner of the plaintiffs and have been for two years

Ques. State whether or not said W. C. Herndon is indebted to said plaintiffs in any sum of money, if so for what, and when it did or will become due.

Ans. He is indebted to said plaintiffs for the sum of Thirty Nine Dollars and Seventy five cents for the goods mentioned in an itemized statement thereof herewith filed and marked Invoice - and said sum became due and payable to said Plaintiffs Jan 8 1894.

Ques. When did you make said sale of said goods to said Herndon.

Ans. November 8. 1893 -

Ques. How did it happen said plaintiffs said said goods on a credit.

Ans. Through the recommendation of Conan McClung who represented him as solvent and possessor of real estate in his own right.

Ques. Did said plaintiffs or either of them have any knowledge of the existence of said deed dated March 14th 1893, at the time said goods were sold & said Herndon or at any time prior thereto?

Ans. They did not. I am sure if they had known of such deed they would never have extended him credit. and further this deponent saith not.

James N. Cowan

Tennessee.

County of Knox. to wit

I C. B. Tompkins a notary public for the county of Knox in the said state do hereby certify that the fore-going depositions of Jas. H. Lawan

were duly taken, sworn to, and subscribed before me at the time and places and for the purpose therein mentioned.

Given under my hand and seal this 2nd day of February 1894

C. B. Tomp Kins
Notary Public

Cowan Magil & Co

vs } Depositions

W. C. Herndon et al

Recieved by mail in good condition on Feby the 4th 1894 and filed on Feby 5 1894

A B Murray Clerk

CLAY COUNTY, KENTUCKY

Taken at the home of Leonidas Vise

near Vise Branch on the Leburn road

Lonesome Mistress Neighbors.

Were duly sworn according to law, and deposed as follows

Knox in the said Circuit Court of Clay-

Bring-Court of the said County of Knox

I C. B. Lankford a notary public for the County of

Knox, do hereby certify that the

Witness, Vise, was duly sworn

Language.

Virginia Lee Co. to wit:-

This day E. H. Pennington agent for partners in trade under the style & firm of Cowan McGill & Co plaintiffs in a certain chancery cause now pending in the circuit court for Lee Co against W. C. Herndon & others to recover a certain debt from said Herndon personally appeared before me A. G. Stroth Notary Public in and for said County of Lee & State of Va., in my county aforesaid and made oath that 1st he verily believes the said plaintiffs claim is just, 2nd that he believes the said plaintiff is entitled to and ought to recover at least in said suit against said Herndon a debt for the sum of $140.25 with interest from the 8th day of January 1894. + which will become due on Jan 8th 1894 3rd that to the best of the affiant's belief said W. C. Herndon is not a resident of this state of Va but has effects therein in the Co. of Lee 4th that the said Herndon has concealed, is concealing or is about to convert his property or some material part thereof into money securities & evidences of debt with the intent to hinder, defraud & delay his creditors. 5th that the said Herndon has assigned & disposed of is about to assign & dispose of his estate or some part thereof with the intent to hinder, defraud, & delay his creditors, & especially Cowan McGill & Co. Given under my hand this the 7th day of Dec, 1893.

A. G. Leyar
Notary Public

Cowan Magill & Co

v. S. } Affidavit

W. C. Shrudow (9)

Filed Dec the 15th 1894

A B Munsey Clerk

Deed Book No 20, page 430.

This Deed made the 14th day of March 1893 Between William C. Herndon and Cynthia E. Herndon of the first part and of the county of Lee and state of Virginia and David P. Parsons of the second part of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand Dollars in hand ~~paid~~ the receipt whereof is hereby acknowledged W/C. Herndon and Cynthia HE. herndon his wife do grant bargain and sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Graborchard on Reeds and Jones creek waters of the North Fork Of Powels River No of acres unknown supposed to be six hundered more or less and bounded as follows to wit Beginning at a stake on the north bank of the North Fork at the mouth of Reeds creek Thence with the meanders thereof to the Mc Cradie line and with said line N. 38 W___ to a gum two chesnuts and spanish oak corner to ~~the~~ A.B. Bailey land and with lines of same N 64 W 38 poles to a white oak and chesnut Thence N. 30 W 42 poles to 3 white oaks Thence No W with Parkers line to Jones Creek and with the said Creek to Joseph Marcums corner thence southwardly with dsaid Marcums line to A.K. Debuck corner Thence with his several lines and corners to a corner to Alfred Johnsons land formerly Samuel Parsons land Thence with lines and corners of said Samuel Parsons tract to James Cullen land Thence with said lines and corners to Mathew Zion land and with said Zions ~~land~~ lines and corners to Lawsons land thence with his lines and corners to the Beginning. the foregoing described Boundary of land imbraces the land purcased by W.C. Herndon from Tobias Hughs and wife Charles Pennington Heirs Larkin Herndon and J.P. Pennington and the said and the said David P. Parsons is to have and with all the

Dappartanences thereunto/ and the said William C.Herndon and the said William C.Herndon and Cynthia Herndon parties of the first part do warrant generally the land hereby conveyed Witness the following signature and seals the year and day first above written .

William C.Herndon (seal)

Cynthia E.Herndon(seal)

State of Virginia , County of Lee , to wit :

I,F/M.Parsons a justice of the peace in and for the county and state aforesaid do certify that William C.Herndon and Cynthia E.Herndon his wife whose names are signed to the foregoing deed baring date of the 14th day of March 1893 acknowledged the same before me in my county and state ~~aforesaid~~ given under my hand and seal this the 14th day of March 1893 .

F.M.Parsons .J.P.

Virginia Lee county to wit :-

In the office of the clerk of the clerk of the said county thr 10th day of Nov. 1893 this deed as presented and together with the certificate thereto annexed was admitted to record.

Test : S.V.F.Richmond , clerk.

Virginia Lee , county to wit :

This day R.L.Pennington personally appeared before me , E.W.P Pennington a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of thr said county a/ on file in the clerk's office of the said county and that the sme is a true copy of thssiracords .

_____N.P.

Deed Book No.2 ,page 436.

This Deed maide the 10th day of Nove 1893 by and bruween W.C.Herndon of the first part and William Woodward of the second part both of the county fof Lee and state of Virginia the party of the first doth grant unto the party of thesecond part a tract or parcel of land Bounded as followes ,Beginning at a stake at the mouth of Reeds creek running with Lawsons to the top of Stone mountain thence with the meanderings there of to the Mc Cradie line and with same to the North Fork of Powels River with meanderings of said waters to the Beginning. This deed ogf trust is to secure and wheld good to the party of the second part for the sum of six hundred and seyenty five dollars which the party of the second part wholds against the party of the first part this contract shall stand and wheld good to the party of the second part untill thes Notes is Satisfied in full . Witness the following Sinatures and seal

W.C.Herndon.(seal)

Virginia Lee County ,to wit :-

I, J.F.Burgin a justice of said county do certify that W.C.Herndon whose name is signed to the foregoing deed bearing date on the 10th day of Nov 1893 this day personally appeared before me in my county aforesaid and acknowledged the same to be his act and deed Given under my hand and seal this the This the 10th day of Nov 1893

J.F.Burgain,J.P.

Virginia ,LEEE county ,to wit :-

This day R.L.Pennington personally appeared before me E.W.Pennington , anotary public in and for the county and state aforesaid , and made oath that he had copied the foregoing deed from the records of the county court of Lee county on file in the clerk's office of the said court , and that the same is a true transcript therefrom/ This Feb____ 1894

Deed Book No. 20. Page 106 .

THIS DEED of conveyance made the 5th day of February 1890 by and be tween Tobias Hughs and Martha Hughs and Peggie ~~Hughs~~ Parsons of th first part allof the county of Lee and State of Virginia and William C.herndon of the county and state aforesaid .WITNESSETH That for and in consideration of the sum of Eight Hundred dollars in hand paid the receipt is hereby acknowledged the parties of the first part do bargin sell and convey unto the parties of the second part a certain parcel or tract of land ling and being in the county of Lee ~~in~~ and State of Virginia situated on Reeds Creek wabers of the North Fork of Powels River being two hundred Acres be the same more or less and bounded as follows to wit being the land where Tobias Hugs now lives and adjoining the land of Samuel Parsons , James Quillen and Mathew Zoin and the parties of th second part to have and to hold forever And the ~~the~~ parties of the first ~~part~~ warrant specially the land hereby conveyed Witnesshe following signature and seal the day and date above written

Tobisa P. Hughs (seal)

Martha hughs (seal)

Margaretb R. P~~a~~rsons (seal)

State of Virginia :

County of Lee

I?F.M.Parsons a Justice of the Peace for the aforesaid county and state do certify that Tobias Hughs and Martha Hughs His wife and Peggie Parsons whoes names are ~~a~~ signed to the foregoing deed date on the 5th day of February 1890 acknowledged the same before me in my county and state

aforesaid to be their act and deed and does not wish to retract it . Given under my hand and seal this the 6th day of February 1890.

F.M.Parsons J.P.

Virginia Lee county To wit :

In the ~~office~~ office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereto annexed admitted to record .

Test John H. Gibson clerk

Virginia Lee County to wit :

I E.W. Pennington , a notary public in and for the county and state aforesaid , do hereby certify that this day R.L.Pennington personally appeared before me and ~~n~~ made oath that he had copied the foregoing deed from the records of the county court of Lee count on file in the clerk's office of the said county and that the same is a true transcript there from . Given under my hand this the ____ day of February , 1894.

_____N.P.

H. C. Herndon

Thos } Copy of Deed.
Tolivers Hughes et al

Fee for Copy $0.50

Deed Book No 20 , page 100.

THIS DEED of conveyance made the 6th day of Feb 1880 by and between Tobiad Hughs and N. Martha Hughs and Peggie Parsons of the first part all of the county of Lee and state of Virginia and William C. Herndon of the county an a state aforesaid Witneseth that for and in consideration of the sum of Eighe Hundred dollars in hand paid the receipt of which hereby acknowledged the parties of the first part do bargain sell and convey un to the parties of the second part a certain parcel or tract of land lying and being in the county of Lee and State of Virginia situated on Reeds Creek waters of the North Fork of Powers River being two hundred acres be the same more or less and bounded as follows to wit being the land where Tobias Hughs now lives and adjoinin the land of Samuel Parsons , James Quillen and Mathew Zion and parties of the second part to have and to hold forever and the parties of the first part warrant specially the land hereby conveyed Witness the followin signature and seal the day and date above written .

Tobias Hughs (seal)

Martha Hughs (seal)

Margaret n Parsons (seal)

State of Virginia County office ;

I, F.M. Parsons a justice of the peace for the aforesaid county and state do certify that Tobias Hughs and Martha Hughs his wife and Peggie Parsons whose namesare signed to the foregoing deed date on 6th day of February 1880 acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to retract it .

Given under my hand and seal this the 6th day of February 1890.

F.M.Parsons ,J.P.

Virginia Lee County to wit :

In the office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate there to annexed admitted to, record

Test Johnn.Gibson clerk.

Virginia Lee County to wit :

I, This day R.L.Pennington personally appeared before Me F.W.Pennington a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court on file in the clerk's office of the said county and that the same is a true transcript therefrom . Sworn before me on the ___ day of February 1894.

_____N.P.

H. C. Hendron

Trans & Copy of Deed

Tobias Vaughn Jr

Fee for Copy $0.50

Deed book No . 20 .page 104 .

From John C.Pennington et al.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C.Pennington and Patience Pennington His wife Dinah Pennington and Martha J.Robins and Mary A Robins of the county of Lee ans State of Virginia and Green. F.Pennington and Susan his wife of the county of Perry and s State of Kentucky of the first part and William C. Herndon of the second part of the county of Lee and state of Virginia WITNESSETH that for and in consideration of the sum of $880.00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right and title in the Charles Pennington tract of land lying and being in the county of Lee and state of Virginia on the waters of Jones creek and bounded as follows to wit : BEGINNING at a beech and white oak on the east bank of reeds creek thence southwardly to a poplar thence thence to a white on the top of a ridge thence northwardly to a white oak on a flat thence north eastwardly to a wagon road and with the same westwardly to a beech at the mouth of of the first hollow near the bank of Jones Creek and with the said creek to the mouth of said creek to Joseph Marcums corner thence westwardly with the said Marcums line to the Charles Pennington line and with said line to the BEGINNING the parties of the first part do warrant generally the land hr hereby conveyed the parties of the second part to have and to hold forever .Witnesseth the following signature and seal this the 19th day of March 1890. John C.Pennington (SEAL)

Pai

Patience Pennington (SEAL)

Martha J. Robins (SEAL)

Dinah Pennington (SEAL)

Green B. Pennington (SEAL)

Susan Pennington (SEAL)

Mary A. Robins (SEAL)

State of Virginia : to wit

County of Lee :

I? Francis M. Parsons a justice of the peace for the aoresaid county and State do certify thay John C Pennington and Patience Pennington his wife Martha J. robins and Dinah Pennington whose names are signed to the foregoing deed bearing date on the the 19 th day of March 1890, acknowledged the same in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under my hand this the day and date first above written F.M. Parsons J.P

State of Kentucky . County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed of conveyance from John C. Pennington &c to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given under my hand this the 20th day of March 1890

Ira J. Davidson clerk

By G.R. Cornett D.C.

State of Virginia : to wit:

County of Lee ;

I, F.M. Parsons . a justice of the peace for the aforesaid

~~county and state~~

county and state do certify that Mary A. Robins whose name is are signed to the foregoing deed bearing date on the 19th day of March 1890, acknowledged the same before me in my county and state aforesaid to be her act and deed and does not wish to retract it Given under my hand the 7th day of April 1890. F.M.Parsons J.P.

Virginia Lee County to wit//

In the office of the clerk of the said county May the 8th 1890 this deed was presented and with certificates thereto annexed was admitted to record

Test John R.Gibson Clerk.

Virginia Lee County ,To Wit:

I?E.W.Pennington ,a notary puplic in and for the county and state aforesaid do hereby certify that R.L.Pennington personally appeared before me in my county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court , and that the same is a true transcript therefrom . Given under my hand this the day of June 1894

_____N.P.

H. C. Hunsaker
From } Copy of Deed
John C. Pennington

Fee for Copy $0.75

Deed Book 20 ,page112

This deed made this Nov 9th 1889 by and between M.C.Parsons of the first part and Craig Herndon of the second part both of the county of Lee and state of Virginia . Witnesseth that the party of the first part doth grant bargain sell and convey unto the party of the second part his undivided interest in the Charles Pennington now deceased estate that he bought of Anderson Robins and wife heirs aforesaid Charles Pennington Ded for the sum of one hundred dollars in hand paid the receip of which is hereby acknowledged , the afores id M.C.Parsons binds himself to warrant the land hereby conveyed forever . Witness my hand and seal day and year first written .

M.C.Parsons (seal)

Virginia Lee County to wit :_____ I,V.H.Kelly notary public for the aforesaid county do certify that M.C.Parsons whose name is signed to the ~~foregoing~~ deed bearing date Oct 9th 1889 personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed . Given under my hand this Nov 9th 1889.

V.H.Kelly N.P.

Virginia Lee county to wit :_____ In the office of the clerk of the said county May the 6th 1890, this deed was presented and with the certificate thereto annexed admitted to record .

Test John A.Gibson Clerk.

Virginia Lee County to wit :_____ This day R.L.Pennington personally appeared before me a notary public for the afore said county , in my county aforesaid ,and made oath that he had copied the foregoing deed from the records of the county court of said county , on file in the clerk's office of the said county court , and that the same is a true transcript there from .Sworn before me this Feb ____ 1894 .

_____N.P.

W. C. Sherman

From { Copy of Ded

M. C. Parsons

Fire Jar Copy

No. 25

DeedBook No/33 page 120

This deed made this the 7th day of March 1887 between John C. Stapleton and Almedid Stapleton his wife of th first part and W. Craig Hendon of the second part all of the county of Lee and State of Virginia. Witnesseth that in consideration of the sum of two hundred dollars in hand paid and secured to be paid by the party of the second part the receipt of which is hereby acknowledged, the said party of the first part by these presents give grant sell and convey unto the party of the second part a certain trace of parcel of land lying and being in the said county of Lee and on Jones Creek in the Craborchard containing by estimation thirty and a half acres be the more or less ~~/~~ bounded as follows: Beginning on the line pole line 20 poles from white oaks and beeches on the north side of a branch at a white pak S 33 E 99 poles to a red oak on the top of a ridge and with said ridge S 99 1/2 W 33 poes to a pine and chesnut on the top of a high spur N 33 1/2 W 29poles to a little gum and chestnut N 26 W 33 16/9 poles to two chestnut oaks S33 1/2 W 33 poles to a sour wood hickory and two dead spanish oaks, (now gone N. 41 1/2 W33 poles to a chesrnut at the top of a deep hollow N 39 E 33 to the Beginning. To have and to hold the said trace of land and its appurtinences unto the party of the second part his heirs forever And the party of the first part covenant that they will warrat generally the title to the land hereby conveyed And the party of the first part hereby reserve to themselves the vendor's lien on said land untill the purchase money therefor is fully paid. Witness the following signature and seal,

John C. Stapleton (seal)

Almedid Stapleton (seal)

Virginia Lee County to wit :-

I, John A.G.Hyatt , com'r in chan. for &c do certify that John C Stapleton , whose name is signed to the foregoing deed dated March the7th 1887 personally appeared be fore me in the said county and acknowledged the said writing to be his act and deed . Given unde under my hand this the 7th day of March 1887 J.AG.Hyatt Com'r &c .

Virginia Lee County to wit - ------ I, John A. G Hyatt commissioner in chancery for Lee county do certify that Almeda Stapleton wife of John C. Stapleton whose names are signed to the foregoing deed bearing date on the 7th day of March 1887 personally appeared before me in the county aforesaid and being examined by me privily and apart from her husband and having thr deed fully explained to her she declared she had willingly signed and executed the same and did not wish to retrace the same . Given under my hand hand and seal this 29th day of August 1888.

John A.G.Hyatt Com in chancery for Lee county court.

Virginia Lee County ~~to wit~~ Clerk's office ,Feb. 7th 1888

The foregoing deed bearing date March the 7th 1887 between John C.Stapleton and Almedia his wife of the first part and W.C.Herndon of the second part all of Lee county Va . was this day filed in the clerks office and admitted to record upon the foregoing certificate of Joh A.G.Hyatt a commissioner in chancery for Lee county court . Test John R.Gibson Clerk

Virginia Lee county, ~~to wit~~ to wit :

This day R.I.Pennington personally appeared before me a notary public for the said county and made oathtthat he had copied the foregoing deed from the records of the said county court and that teh same is a true transcript from the said records ,on file in the county court clerk's office .

This Feb. _____ 189-.

N.P.

H. C. Sturdevant

Trans. & Copy of Deed
John C. Stoffleman wife

Fee for Copy
$0.50

Deed Book No 25 ,page 163.

This Deed made thos the 30th day of July 1889 between JohnB.Pe Nnington of/ and Larkin Herndon of the first part and Willia C.Herndon of the other part . J.B.Pennington now a resident of Hawkins County Tennessee and the other named parties of Lee county Virginia . Witnesseth that in consideration of the sum of $50.00 fifty dollars in hand paid the receipt of which is hereby acknowledged the said John B.Pennington and Larkin Herndon do grant bargain and sell unto the said William C/ Herndon a certain tract or parcel of land lying and being in the county of Lee and state of Virginia it being the remaining part of a tract of land assigned to John Penningtin Sr by commissioners it being a part of the Mc Cradie Survey bounded as follows to wit :Beginning at the mouth of Jones Creek crossing the North Fork of Powels River souyhwardly up the North Sid of Stone Mountain with Partition line to the top of said mountain thence eastwardly with the tpp of said with the varying meanders thereof to the original Mc Cradie line and with line thereof northwardlyto the North Fork fof Powels River thence Westwardly with th varied meandein gs thereof tothe beginning . And the aforesaid JohnB.Pennington and Larkin Herndoh do covenant and agree with the said William.C.Herndon to warrant generallythe land heraby conveyed with all its appurtinences . Witness the following signatures and seals The numbe_ of acres not known but by boundary be the same more or less .

JohnB.Pennington(seal)

Larkin Herndon (seal)

Virginia Lee County To wit :

I,JOhnA.G.Hyatt clerk for the circuit for Lee county stae aforesaid do hereby certify that JohnB.Pennington anfd Larkin Herndon whose names are signed to the foregoing deed bearing

Bearing date on the #0th day of July 1889 each personally appaared before me and acknowledged the samd to be their act and deed for the purpose therein stated . Given under my hand this Sept 7th 1889.

J.A.G.Hyatt clerk .

Virginia Lee County to wit : In the office of the clerk of clerk of the swid countythis deed was presented and with the certificate thereto annexed admitted to record .

Test John.R.Gibson , Clerk.

Virginia Lee County to wit : This day R.L.Pennington Personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the clerk's office of the said county court , and that the same is a true transcript from the said records . THs Feb. ____ 1894 .

_____N.P.

H. C. Henderson

From Abstract of Deed
John B. Pennington Jr.

Fee for Copy
$0.50

_____ N.Y.

_____ 188_.

THIS INDENTURE, made the _____ day of _____ in the year one thousand eight hundred and _____ between _____ party of the first part, and _____ party of the second part, witnesseth, that the said party of the first part, for and in consideration of the sum of _____ lawful money of the United States, duly paid by the said party of the second part, at the time of the delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell unto the said party of the second part, its successors and assigns forever, all that certain lot or parcel of land, situate, lying and being in the _____ of _____ and State of New York, bounded and described as follows:

_____

_____

_____

Deed Book No. 4 page 383 .

This deed made this the 10th day of Oct 1884 by and between John B. Pennington and Larkin Herndon of the county of Lee and state of Va. of one part and William C Herndon of the and state aforesaid of the offther part. Witness that for and in consideration of the sum of four hundred and fifty dollars in hand paid the receipt of which is hereby acknowledged, the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C Herndon a certain tract or parcel of land lying and being in the county of Lee and state of Virginia . Being a part of the John Crockett 14,000 acr survey which was partitioned by commissioners from the heirs of Edgar Pennington to this bearer portion of the lot assigned to John Pennington Sr and by him by deed to John Pennington Jr and Larkin Herndon . Said land is lying in lower Stoneborchard and between the north fork of Powis River and Jones Creek and holds Charles Pennington as follows to wit: Beginning at a poplar on the east bank of Jones Creek corner to Charles Pennington and land and near the ford of said creek and with said creek southwardly 60 poles to its mouth on the north bank of the north fork of powels river thence up said with the meanderings thereof to a stake the original line and with said line N 30 W 30 to a gum 3 chestnuts and a poplar corner to Charles Pennington and with lines of the same N 30 W 80 poles to a white oak and thence N 30 W 40 poles to a white oak thence north west with parters line to Jones creek and with said creek to Charles Pennington the line and with his lines to the beginning supposed to contain three to four hundred acres be it the same more or less.

And the said John B. Pennington and Larkin Herndon do covenant with the said William C. Herndon that they will warrant generally the land hereby conveyed. Witness the following signatures and seals.

John B. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee County, to wit :-

I, John A. C. Hyatt a Commr in Chy for Lee County, Virginia the same being a court of record do certify that John B. Pennington and Larkin Herndon whose names are signed to the foregoing deed bearing date on the 10th day of Oct 1884 , personally appeared before me in my county a foresaid and each acknowledged the same to be their act and deed for the purposes therein stated . Given under my hand this 10th day of Jan 1885

J. A. C. Hyatt Com for

Virginia Lee County to wit: court held at Stickleville the 4th 1885

The foregoing deed bearing date Oct the 10th 1884 between John B. Pennington and Larkin Herndon of the one part and William C. Herndon of the other part all of Lee county, Va. was this day presented in this office and admitted to record upon the certificate of J. A. C. Hyatt a Comr for Lee county Va.

Teste J. H. Gibson, clerk

Deed Book No 23, page 111.

This deed made this Dec 21st in the year of our lord

1880 bet weenRebecca J Robins and James Robins of the firse parc
andWilliam G. Herndon ~~[illegible]~~ and Cynthia Herndon his
wife of the county of Lee and State of Virginia of the second parc
Witnesseth that for and in consideration of the sum of 600 dollars
in hand paid the receipt of is hereby acknowledged the said parcy
of the firse parc to grane bargain and sell to the party of the se
ond parc all of their right title and interest in the Charles Pen-
nington lying and being in the said county of Lee and lying on the
waters of Jones Creek and bounded as follows Beginning in a beech
and white oak on the east bank of Hands Creek near the mouth thence
southwardly, with popular on Jones Creek thence westwardly to a white
oak on the top of a ridge thence north westwardly to a white oak
on ~~[illegible]~~ a flat thence north eastwardly, to a wagon road thence south
wardly, to a beech at the mouth of a hollow near the bank of Jones
creek thence southwardly with said creek to Joseph Marcums corner
thence southwardly with said Marcums line to the old Charles
Pennington line thence southwardly, back to the beginning. and the
said party of the firse parc to covenane with the party of the
second part that they will warrant generally the land hereby conveye-
ed. Witness the foloowing signatures and seals

James H. Robins (seal)
Rebecca J Robins (seal)

Witnesses M. Graham, Z.J. Robins, Perkins county Chickasaw Nation
Feb 24/80 Rivin Springs

Chickasaw Nation, Perkins county Feb 24/80

Personally appeared before me S.W. Wallace U.S. Commissioner
James H. Robins and his wif Rebecca Robins to me well known and
signed and acknowledged to me that it was for consideration therein
mentioned and set forth the above and foregoing deed or
instrument of writing convey a tract of land to William G. Hern
don and his wife. This Feb 24/1880

Samuel W. Wallace, U.S. Comr
For Indian Territory.

Virginia Lee county, to wit:
In the office of the clerk of the said county May the 6th 1880
This deed was presented and with the certificate annexed
admitted to record

Teste, John H. Gibson, Clerk.

Cowan Mogill & Co
N.J. } Copy of Deed
Hole. Sturdevant et al.

File for Copies

H 50

West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon Wm Herndon, Larkin Herndon John P Herndon, David P Parsons, William Woodward, and John L Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 1st Monday in January, 1894, to answer a bill in Chancery, exhibited against them in our said court by Jas. S Cowan & Samuel Magil & Partners in trade under the Style & firm of Cowan Magil & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8th day of December 1893, and in the 118th year of the Commonwealth.

A Copy Teste A B Munsey Clerk.

A B Munsey Clerk

Executed Dec., 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herendon, John C. Stapleton, Wm' Woolward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herendon described as follows:

all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —— po to a gum 2 chestnuts and a spanish oak corner to A, J. Baileys lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25.-168

The proper affidavit having been made and filed the officer executing this summons is directed to attache the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —— po to a gum 2 chestnuts and a spanish oak corner to A, J. Bailey's lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25.-168.

A B Murray Clerk

.....

vs. { **SUBPŒNA IN CHANCERY.**

.....

.....*p. q.*

To.....*Rules,*

Circuit Court.

West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. C. Herndon, Larkin Herndon, John P. Herndon, David P. Parsons, William Woodward, and John C. Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the 1st Monday in January, 1894, to answer a bill in Chancery, exhibited against them in our said court by Cowan & Samuel Magil & Partners in trade under the style & firm of Cowan Magill & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 8th day of December 1893, and in the 118 year of the Commonwealth.

A B Munsey Clerk.

Executed Dec., 13 1893 by delivering an office copy of the within subpœna in chancery and attachment to John P. Herndon, Larken Herendon, John C. Stapleton, Wm' Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herendon described as follows:

all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to-wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A, J. Baileys lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, 2nd embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 23 -168.

S. E. Flanary. S.L.P.

The proper affidavit having been made and filed the officer executing this summons is directed to attache the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. —- po to a gum 2 chestnuts and a spanish oak corner to A, J. Bailey's lnnd, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po. to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samual Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 23.-168.

S. E. Flanary

Noman Magill & C

vs. } SUBPŒNA IN CHANCERY.

W. C. Herendon et als

Pennington Bros. p. q.

To 1st January 1894 Rules,

Circuit Court.

Everett Waddey,
Stationer and Printer,
Richmond, Va.

Form No. 301.

In the Clerk's Office of the Circuit Court of the County of Lee on the 1st day of January 1894

Cowan Magil & Co Plaintiff,

against

W. C. Herndon et al Defendant.

In Chancery

The object of this suit is to 1st to set aside and annul the deed of W. C. Herndon & wife to David P. Parsons dated March 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon & wife to Wm Woodward dated Nov. 10th 1893 3rd to annul the transfer of goods & chattels made by W. C. Herndon to John P. & Larkin Herndon on or about Nov. the 10th 1893 and 4th that a judgment be given in favor of the Plff against the Defendants for the amount mentioned in the bill & the same be satisfied out of the said property thereby conveyed.

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican, and that a copy be posted at the front door of the court-house of this County on the first day of the next term of the County Court.

A copy—Teste:

Pennington Bros p. q. A. B. Munsey Clerk.

FORM No. 301.

Cowan Magil & Co

vs. } ORDER OF PUBLICATION.

W C Herndon et al

I A B Munsey clerk of the circuit court do certify that I delivered the within order on the 1st day of January 1894 for Publication, and posted a copy thereof at the front door of the court house at the January Term 1894 of the County court

A B Munsey clerk

In the clerks office of the circuit court of the county of Lee on the 1st day of January 1894

Cowen Magil & Co.;	Pltf.	In Chan'y
against		
W. C. Herndon et al	Deft	

The object of this suit is to 1st to set aside and annul the deed of W. C. Herndon and wife to David P. Parsons dated March 14th 1883; 2nd to set aside and declare void the deed made by W. C. Herndon and wife to Wm Woodward dated Nov'r 10th 1893. 3td to annul the transfer of goods and chattels made by W. C. Herndon to John P and Larkin Herndon on or about Nov'r 10th 1893; and 4th that a juegment be given in favor of the plgs against the deft for ths amount mentioned in the bill and the same be satisfied out of the said prsperty thereby conveyed

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia it is ordered that he do appear here within fifteen days after due publication hereof and do what may be necessary to prstect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court

A cops—Teste:

A. B. Munsey Clerk

Pennington Bros. 5 16

I, W. P. Dryden & Sons publisher of the LEE COUNTY REPUBLICAN a weekly newspaper, published in the town of Jonesville, county of Lee, and State of Virginia, do hereby certify that the foregoing Order of Publication was duly pudlished in the above named paper for four successive weeks, ending the 1st day of Feb 1894.

pr Sam L. Dryden

Publisher, LEE COUNTY REPUBLIBAN